



City of Ormond Beach Mural Permit Application Package

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**City of Ormond Beach Planning Department
22 S. Beach Street, Room 104
Ormond Beach FL, 32174
386-676-3238
www.ormondbeach.org**



SECTION 1

City of Ormond Beach Mural Program Overview



The Mural Program was approved on April 2, 2019 by the City Commission in coordination with the Ormond Beach Arts District, Inc to bring murals to the downtown area. Below is an overview of the Mural program:

WHO MAY PARTICIPATE?

Anyone who owns a building in the Ormond Beach Downtown Overlay District, or any merchant within that area with permission from the building owner to paint the building may commission a mural. The Ormond Beach Downtown Overlay District includes the length of Granada Blvd from A1A to Orchard Street. The District extends east/west from Tomoka Avenue to Lincoln Avenue.

A MURAL IS NOT A SIGN.

Mural designs may not include the following elements:

- Words, numbers or lettering; and
- Symbols.

Murals must be appropriate to the neighborhood setting.

WHO SUPERVISES THE MURAL PROGRAM?

The City Planning Department accepts applications from building owners/merchants and the Ormond Beach Arts District Mural Committee supervises the entire process from start to finish. The Mural Committee will:

- Put out a call for artists, if requested by applicant.
- Screen each mural artist.
- Work with the building owner or retail merchant to obtain all required approvals and permits from the City of Ormond Beach.
- Work with and assist the artist in planning and finalizing the mural design, including securing any volunteers needed to assist with the mural execution.
- Promote the mural during and after completion and provide signage for all murals.

WHAT IS REQUIRED OF THE BUILDING OWNER/RETAIL MERCHANT?

- Contract with the artist and pay his/her fee.
- Complete any required City permitting.
- Appear before the Ormond Beach Arts District Mural Committee and the City Commission in support of the mural application.
- Finalize a contract between owner/merchant, City of Ormond Beach and Artist.

- Post permits prior to starting mural work.
- Notify Ormond Beach Arts District and City of Ormond Beach Planning staff when work is completed.
- Maintain the artwork for a minimum of two years while it remains on site.
- Failure to maintain the art piece will require the owner to remove it either upon notice by the City or upon order by the Special Magistrate.

ARTIST SELECTION

Artists in the Muralists Registry are selected with four criteria in mind:

- **Appropriateness:** Artists are selected based on the appropriateness of their proposal to the project.
- **Professionalism:** Does the artist have a history of professional mural work?
- **Communication:** The artist must have the ability to clearly communicate concepts both visually and through clearly written materials.
- **Performance:** Does the artist have a good professional history of being able to work cooperatively and finish projects on time?

Owners may supply their own artists for projects, but all artists must meet these criteria. The Ormond Beach Arts District will do its best to connect owners who wish to have a mural on their property with appropriate professional artists. To access the artists in the Muralists Registry, please contact Julia Truilo, julia@ormondmainstreet.com, 386-492-2938.

All artists must submit a portfolio of past work for Mural Committee review, as well as their sketches for proposed murals.

PROCESS STEPS:

1. Application packet submitted to City of Ormond Beach Planning Department.
2. Ormond Beach Arts District Mural Committee reviews application.
3. Final proposal for mural presented to Ormond Beach Arts District Mural Committee.
4. Based on Mural Committee approval, the project will be finalized and forwarded to the City Commission for review.
5. Payment of advertising fees associated with the public meetings required by the mural ordinance.
6. Mural work begins.

For further information contact:

Becky Weedo, Senior Planner
 (386) 676-3342
Becky.Weedo@ormondbeach.org
 CITY OF ORMOND BEACH
 22 South Beach Street
 Ormond Beach, FL 32174

Julia Truilo
 386/492-2938
julia@ormondmainstreet.com
 ORMOND BEACH ARTS DISTRICT
 44 W. Granada Blvd.
 Ormond Beach, FL 32174



SECTION 2
City of Ormond Beach
Application for Mural Project

PROJECT LOCATION:

Address:

Parcel ID:

APPLICANT/OWNER INFORMATION:

Applicant Name/Title

Owner Name/Title

Company

Company

Street Address

Street Address

City / State / Zip

City / State / Zip

Telephone

Telephone

Email

Email

PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

Estimated Start Date: _____

Estimated Completion Date: _____

ARTIST INFORMATION:

Name: _____

Business Name (if different) _____

Address: _____

Telephone: _____

Email: _____

PLEASE SUBMIT THE FOLLOWING MATERIALS AS PART OF YOUR APPLICATION:

- 1. Site Plan** – Indicating the placement of the proposed mural at the site, including measurements and a photo of the existing structure.
- 2. Completed Sketch of Proposed Mural** – Must include dimensions, all thematic proposals, and colors and as much detail as possible. A finished version of the design must be presented during the design review process.
- 3. Description of Proposed Materials and Colors** – Including any manufacturer’s specifications. Actual colors and materials must be presented during the design review process.
- 4. Detailed Maintenance/Conservation Plan** – Describe required maintenance, including frequency of maintenance and projected costs. Indicate material to be used for final protective coating.
- 5. Artist’s Resume, Portfolio and References** – or a link to available online materials.
- 6. Owner’s Application.**
- 7. Lessee’s Application** – if applicable.
- 8. Mural Ownership Agreement.**
- 9. Waiver of Rights Pursuant to Visual Artists Rights Act.**

All materials should be submitted to: City of Ormond Beach, Planning Department, 22 South Beach Street, Room 104, Ormond Beach, FL 32174.

When the City has received all the above materials, the review committee may request additional materials prior to scheduling a final committee review.



SECTION 3

Mural Project Building Owner Application

I, _____, own the building located at _____ and would like a mural on my property. Attached to this application is proof of ownership.

(Signature)

(Date)

(Print name)

(Preferred phone number)

Email address: _____

OWNER HEREBY AGREES TO:

- 1) Finalize an application between owner/lessee, City and /artist;
- 2) Complete any permitting required by the City of Ormond Beach;
- 3) Pay any applicable fees to the City or provide proof of payment by lessee/other; and
- 4) Remove mural from building, if the work fails to meet City upkeep requirements.

PLEASE COMPLETE FORM AND RETURN TO:

City of Ormond Beach
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Email: weedo@ormondbeach.org
Telephone: 386-676-3342



SECTION 4 Mural Project Building Lessee Application

I, _____, am the lessee in the building located at _____ and would like a mural on my property. Attached to this application is proof of ownership.

(Signature)

(Date)

(Print name)

(Preferred phone number)

Email address: _____

BUILDING LESSEE HEREBY AGREES TO:

- 1) Finalize a contract between owner/lessee, City, and artist;
- 2) Complete any required permit from City of Ormond Beach;
- 3) Pay any applicable permit fee to the City or provide proof of payment by owner/other; and
- 4) Maintain mural to artist's and City's specifications.

PLEASE COMPLETE FORM AND RETURN TO:

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 22 South Beach Street, Room 104
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SECTION 5 Mural Ownership Agreement

This Agreement is made this ___ day of _____, 20___, between _____ (“Artist”), the City of Ormond Beach, Florida (“City”) and _____ (“Building Owner”) for the purpose of stipulating ownership and responsibility for all details pertaining to the installation of a mural in the Ormond Beach Downtown Mural Program. (Section 3-72, *Land Development Code*).

Artist is the creator of a mural painting currently titled: _____

Building Owner is the owner of the building on which the mural will be exhibited. The Building Owner will be responsible for surface preparation on the building for painting prior to the creation of the mural as well as preserving and maintaining the mural for the period set out below. Failure to maintain the art piece may require the owner of the wall on which the mural is located to remove it, either upon notice by the city or upon order by the Special Magistrate.

Location of Mural: _____

LICENSING: Artist warrants and represents that the mural painting and rendering(s) assigned by this Agreement have never been published or copied and that Artist is the sole owner of all rights herein, including and not limited to, the right to prevent the making and dissemination of copies, and the right to obtain statutory copyright extending to the Artist the exclusive right to manufacture and sell copies for a fully statutory term and renewal thereof.

TERM: Building Owner hereby agrees to the mural painting being maintained in place for a minimum of two (2) years from the date of the mural completion. The owner retains the right to remove the mural or repaint the wall after this period of time.

EACH PARTY HEREBY CONSENTS TO VENUE OF VOLUSIA COUNTY AND THE MIDDLE DISTRICT OF FLORIDA.

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Understanding in Ormond Beach, Florida, the day and year first written above.

ARTIST (initial each line and sign below):

_____ I verify that the mural submitted is an original work of art and has not been previously used or seen.

_____ I verify that the mural will be painted/installed by me, or under my supervision if done as a community mural.

_____ I understand that the finished mural must match the submitted mural rendering/proposal. If the completed mural does not match the approved mural attached to the mural permit, I understand and agree that the CITY may require the removal of the completed mural.

_____ I have read and agree to fully abide by the City of Ormond Beach Mural Code, Sec. 3-72, Land Development Code (“Mural Code”).

_____ I have read this Agreement and Memorandum of Understanding and understand the process and my responsibilities.

_____ I have signed the attached waiver of VARA rights.

_____ I may be compensated for the completion of the mural; however, I understand and agree that I may not receive compensation for the right to display the mural on the property.

_____ I understand and agree that I will have the right to use an image of the mural as part of my artist portfolio, but I will not have the right to recreate the mural anywhere else.

_____ I hereby give my consent to the City of Ormond Beach and the Arts District to use an image of the mural for promotional purposes, such including but not limited to promoting the City, the Downtown Overlay District, or the Mural Program.

_____ I understand that the property owner shall own the completed mural, and as such is responsible for maintaining the condition of the mural in accordance with the Mural Code.

_____ I understand that the mural must be maintained in accordance with the requirements provided in the Mural Code; and I hereby give my consent to the City and/or building owner to remove the mural, with ninety (90) days' notice being provided to me, if the mural is not maintained in accordance with the requirements of the Mural Code or if it becomes a safety hazard.

ARTIST:

Artist signature

Witness signature

Artist print name

Witness print name

Date: _____

BUILDING OWNER (initial each line and sign below):

_____ I am the property owner of the subject property.

_____ All statements in this Agreement are true and correct.

_____ I have read and agree to fully abide by the City of Ormond Beach Mural Code, Sec. 3-72, Land Development Code ("Mural Code").

_____ A copy of the proposed mural is attached.

_____ The property owner and business owner agree to allow the approved mural on the subject building.

_____ Prior to painting of the mural, the property owner must obtain a mural permit from the City.

_____ The completed mural must match the approved rendering attached to the permit or the mural will fail final inspection. Painting a mural different than the approved mural design is a violation of the City Code which may result in the assessment of fines and the imposition of a lien against the subject property and all property in Volusia County owned by the property owner.

_____ I hereby give my consent to the City of Ormond Beach and the Arts District to use an image of the mural for promotional purposes, such including but not limited to promoting the City, the Downtown Overlay District, or the Mural Program.

_____ I understand that I will be responsible for maintaining the condition of the mural in accordance with the Mural Code.

_____ I understand that the mural must be maintained in accordance with the requirements provided in the Mural Code; and I hereby give my consent to the City to cause the removal of the mural if it is not maintained in accordance with the requirements of the Mural Code.

BUILDING OWNER:

Building Owner signature

Witness signature

Building Owner print name

Witness print name

Date: _____

CITY OF ORMOND BEACH, FLORIDA

By: _____
BILL PARTINGTON
Mayor

Date: _____

Attest: _____
JOYCE SHANAHAN
City Manager

Date: _____



SECTION 6

Waiver of Rights Pursuant to the Visual Artists Rights Act

I, _____, have prepared designs for the following art work:

(Specifically identify the work)

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

STATUTORY PROVISIONS

17 U.S.C. §106A - Rights of certain authors to attribution and integrity.

(a) Rights of Attribution and Integrity. -

Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art –

(1) shall have the right –

(A) to claim authorship of that work, and

(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

17 U.S.C. §106A(e)(1) -Transfer and waiver.

The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

WAIVER

As author of the above-described work, I hereby permanently waive my rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification or destruction of that work, for whatever reason and for whatever use of the work such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

Artist Signature

Artist Print Name

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as artist, who () provided _____ as identification, or () who is personally known to me.

Notary Public, State of Florida
My Commission Expires: